

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: May 18, 2005

Division: County Attorney

Bulk Item: Yes X No

Department: SUZANNE HUTTON

AGENDA ITEM WORDING:

Approval of Addendum to Lease of property from DOT for sub-lease to Islamorada Chamber of Commerce and of Disclaimer in expired DOT lease for same property.

ITEM BACKGROUND:

On Aug. 16, 1977, DOT leased to County, for 15 years with a 5-year renewal, a parcel of land to be used as a historical museum, rest station and parking facility. A sub-lease was granted to the Islamorada Chamber of Commerce on May 27, 1983. Although the renewal for 5 years was requested by the County, the extension was never formalized. Instead, a new lease (30 years) & sub-lease were entered. Since the lease is for 15,000 sq. ft. more than the area sub-leased to the Chamber, and DOT now wishes to convey that 15,000 sq. ft. to the adjacent property owners to resolve many years of dispute over the adjacent property owner's rights of access over said parcel, DOT has requested that the lease be amended to exclude the area not sub-leased to the Chamber. Since the 1977 lease, which has now expired, was recorded in the public records, DOT has requested a disclaimer to resolve any issues of a cloud on title.

PREVIOUS RELEVANT BOCC ACTION:

On May 24, 1995, BOCC approved DOT lease for 44,192 sq. ft. and sub-lease to Chamber for 29,192 sq. ft.

CONTRACT/AGREEMENT CHANGES:

N/A

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: 0

BUDGETED: Yes No

COST TO COUNTY: 0

SOURCE OF FUNDS:

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL: John R. Collins 05/03/05
JOHN R. COLLINS, COUNTY ATTORNEY

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM #

Lessee: Monroe County
W.P.I. No.: 6116663
Sect/Job No: 90060
SR No.: 5, (US 1 Bayside)
Parcel No.: 6056

**Addendum to Lease Agreement
Revision of Leased Area**

This Agreement made this _____ day of _____ 2005, is an Addendum to the Lease Agreement dated 24th May 1995 between the STATE OF FLORIDA DEPARTRMET OF TRANSPORTATION, (hereinafter referred to as the Department/Lessor), and MONROE COUNTY, FLORIDA (hereinafter called the County/Lessee),

WHEREAS the Department granted the County a lease dated 24th May 1995 for a parcel of land known as DOT Parcel 6056, and described in Exhibit "A" to the said Lease Agreement, containing 44,192 square feet. The purpose of the agreement is to modify the land area covered by the said Lease Agreement by excluding Parcel No. 6057 (RWMS No. 522) containing 15,000 square feet as described in the attached Legal Description and sketch, shown as Exhibit "A". The County agrees hereby to exclude Parcel 6057 as described in Exhibit "A" as of the date of this agreement. All other terms and conditions of the Lease Agreement dated 24th May 1995 shall remain unchanged and in full effect.

IN WITNESS WHEREOF, the parties have caused this Addendum to the Lease Agreement to be executed on this _____ of _____ 2005.

Monroe County, Florida
Lessee:

By: _____
Chairman of the Board

Attest: _____

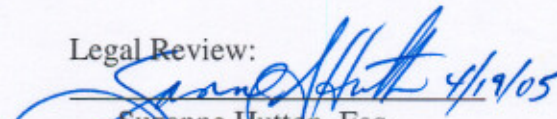
Title: _____

State of Florida Department
of Transportation: Lessor

By: _____
District Secretary
John Martinez, P.E.

Attest: _____
Margaret Higgins
Executive Secretary

Legal Review:


Suzanne Hutton, Esq.
Assistant County Attorney

Legal Review:

D. Michael Schloss, Esq.
District General Counsel

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land situate in Section 28, Township 63 South, Range 37 East, on Upper Matecumbe, Monroe County, Florida, being a portion of a tract of land which is designated as "Not a part of the plat" as shown on the plat of STRATTONS SUBDIVISION, as recorded in Plat Book 2 at Page 38 of the public records of Monroe County, Florida, being more particularly described as follows:

Beginning at the intersection of the North line of Government Lot 4 of said Section 28, with the Northwestern Right-of-Way Line of the Overseas Highway (State Highway No. 5) as shown on said plat; thence run S 46°08'26" W for a distance of 150.00 feet; thence run S 89°51'49" W for a distance of 144.68 feet; thence run N 46°08'26"E along the Southeasterly line of a parcel of land described in Official Records Book 1224 at Pages 1484-1485 for a distance of 150.00 feet to a point on the North line of said Government Lot 4; thence run N 89°51'49" E along said North Line of Government Lot 4; for a distance of 144.68 feet to the Point of Beginning.

Containing 15,000 Square Feet, (0.3444 Acres), more or less.

Note: The bearing base for the above description is S. 46°08'26" W. as shown on Florida Department of Transportation Right of Way Map for State Road No. 5, Section 90060, Sheet No. 25 of 32.

JOB #K04275

CERTIFIED FOR SPECIAL PURPOSE SURVEY

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LAWRENCE P. FRANK, P.L.S. #4619 DATE:
Phone (305) 664-0764 FAX (305) 664-0816

83266 OVERSEAS HIGHWAY, SUITE 500, ISLAMORADA, FLORIDA 33036

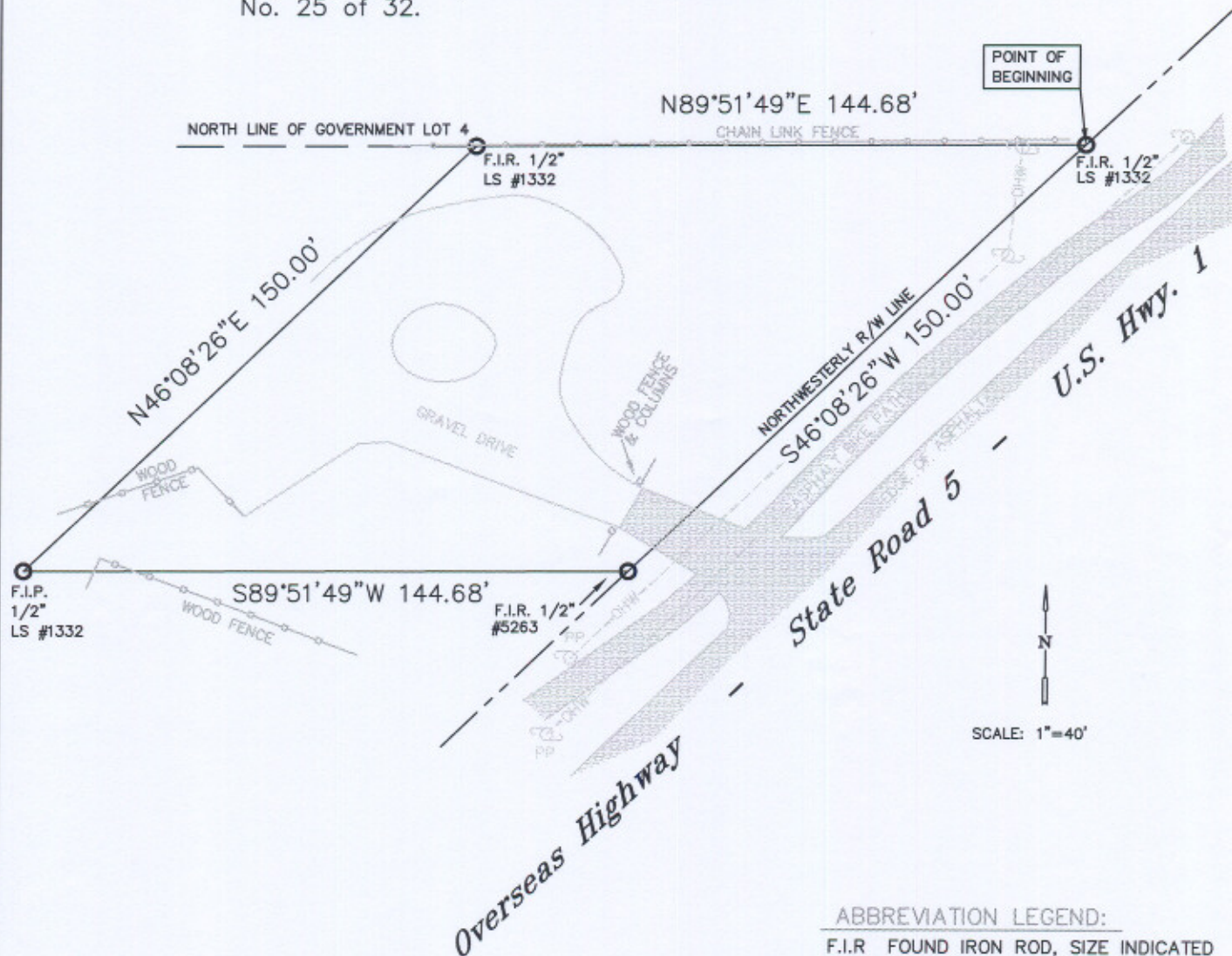
Florida Department of Transportation, District VI

Item/Segment No.: 4152302
Section Job No.: 99006-2590
State Road No.: 5, (U.S. 1)
County: Monroe
Parcel No.: 6057 (RWMS. 522)

EXHIBIT "A"

SKETCH OF LEGAL DESCRIPTION

Note: The bearing base for the above description is S. 46°08'26" W. as shown on Florida Department of Transportation Right of Way Map for State Road No. 5, Section 90060, Sheet No. 25 of 32.



ABBREVIATION LEGEND:

F.I.R. FOUND IRON ROD, SIZE INDICATED
R/W RIGHT-OF-WAY
PP POWER POLE
OHW OVERHEAD WIRE

JOB #K04275

CERTIFIED FOR SPECIAL PURPOSE SURVEY

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LAWRENCE P. FRANK, P.L.S. #4619 DATE:
Phone (305) 664-0764 FAX (305) 664-0816

83266 OVERSEAS HIGHWAY, SUITE 500, ISLAMORADA, FLORIDA 33036

Florida Department of Transportation, District VI

Item/Segment No.: 4152302
Section Job No.: 99006-2590
State Road No.: 5, (U.S. 1)
County: Monroe
Parcel No.: 6057 (RWMS. 522)

Item/Segment No.: 4152302
Sect/Job No.: 90060-5240
State Road No.: 5, US 1
Parcel No.: 6056

DISCLAIMER

KNOW ALL MEN BY THESES PRESENTS THAT:

WHEREAS, Monroe County, hereinafter called the County, has an ostensible or apparent interest or record or otherwise in the property hereinafter described, although it claims no actual interest and,

WHEREAS, the ostensible or apparent interest of the County has created a cloud on the title of the Department of Transportation, the true owner, and

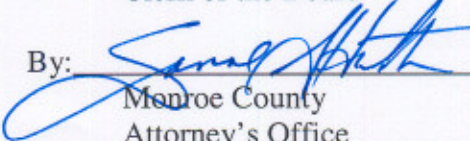
WHEREAS, the County has been asked to clarify the situation:

NOW THEREFORE, the County disclaims any and all interests in that particular lease agreement dated 16th August 1977 granted to the County by the Florida Department of Transportation for property located in Islamorada, Florida as described in Exhibit "A" of the lease agreement. Such lease agreement expired on 15th August 1992 (15 years) and was recorded in the County of Monroe in Official Records Book 737, Pages 390-392. By these presents the County asserts and proclaims that it has no interest at all in the aforementioned expired lease agreement.

IN WITNESS WHEREOF, the County has caused these presents to be signed in the name of Monroe County, Florida by the Board of County Commissioners of Monroe County by the Chairman of the Board on third _____ day of _____
_____.

By: _____
Chairman of the Board

Attest: _____
Clerk of the Board

By:  4/19/05
Monroe County
Attorney's Office



Florida Department of Transportation

JEB BUSH
GOVERNOR

Right of Way Administration
1000 NW 111th Avenue, Room # 6105B
Miami, Florida 33172

JOSÉ ABREU
SECRETARY

March 23, 2005

Suzanne A. Hutton, Esq
Assistant County Attorney
County of Monroe
310 Fleming Street, Room 29
Key West, Florida 33040

Subject: Disclaimer and Addendum to Leases between Monroe County and FDOT

Applicant	:	Patric & Melinda Sheldon
Item Segment No.	:	2502681
Sect/Job No.	:	90060-2517
Federal Job No.	:	N/A
State Road No.	:	5, (US1, Bayside)
County	:	Monroe, Islamorada MM 82.5
Parcel No.	:	6056 (and 6057 – the Sheldon Parcel)

Dear Ms. Hutton:

This is to confirm our brief telephone conversation several weeks ago regarding the two leases granted to Monroe County by the Florida Department of Transportation in 1977 and 1995 for a parcel of land at MM 82.5 used by the Islamorada Chamber of Commerce.

The first lease agreement was granted to Monroe County in 1977 for a 15 year period for a parcel of land known as part Parcel No.2 comprising 44,192 sq.ft.. The lease covered the area where the caboose is located and also includes an area to the East, abutting property owned by the Sheldons, (now known as Parcel 6057, containing 15,000 sq.ft.) The lease agreement was recorded by the County at OR Book 737, Pages 390-392. A three year extension was requested by the County but it was not formalized.

The recorded lease agreement, although it has expired, creates a cloud on the title. I propose therefore that the county execute and record a Disclaimer or a Quitclaim Deed, releasing any interest it did have in the expired lease agreement. This will enable us to clear any cloud on the title and proceed with the sale of Parcel 6057 to the Sheldons'.

Suzanne A. Hutton, Esq
Assistant County Attorney
Page 2

Subject: Disclaimer and Addendum to Leases between Monroe County and FDOT

Following expiry of the 1977 lease the FDOT granted the County another lease dated 24th May 1995 for a 30 year term for \$1.00 per annum, with 30 days notice by either party at any time. At the time negotiations were in progress for the 1995 lease the FDOT and the County agreed to exclude Parcel 6057, (abutting the Sheldon property), from the new lease. The attached letter from Alberto Villareal to you dated February 23, 1995, confirms our intentions. Prior to the FDOT's discussions with the County the Department had discussed and agreed with the Islamorada Chamber of Commerce to exclude this parcel from the new lease, in view of the Sheldons' claim to access/aggress over this parcel to US 1.

Neither the County nor the Chamber makes us of this parcel. The Chamber agreed to this reduction as evidenced by the lesser area in the sublease, 29,129 sq.ft.

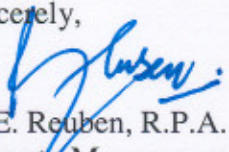
However, at the time the 1995 lease agreement to Monroe County lease was executed the original legal description containing an area of 44,192 sq.ft. was inadvertently used again as Exhibit "A" to the document. We now need to correct this, by way of an Addendum to the Lease Agreement reducing the current legal description by the area comprising Parcel 6057, (15,000 sq.ft.) which will then be conveyed to the Sheldons.

I will send both the Disclaimer and Addendum to Lease Agreement to you by e-mail in case you wish to make any changes. Would you please review the solutions suggested above, the documents attached and call me, if you have any questions. Mr. Sheldon and the Department have agreed on a price and all the other formalities are concluded. As soon as the releases from the County are resolved the Department can close this parcel with the Sheldons'.

I am also sending you a FDOT Right of Way Map with the areas shown for reference.

I would appreciate your attention to the foregoing, please.

Sincerely,


W.E. Reuben, R.P.A.
Property Management
(305) 470 5236

FLORIDA
LAWTON COLES
GOVERNOR



DEPARTMENT OF TRANSPORTATION

BEN G. WATTS
SECRETARY

Right of Way Administration
1000 N.W. 111th Avenue
Miami, Florida 33172
(305) 470-5150

February 23, 1995

Ms. Suzanne A. Hutton
Asst. County Attorney
County of Monroe
310 Fleming St., Rm. 29
Key West, Florida 33040

Re: **NEW LEASE AGREEMENT FOR THIRTY (30) YEARS
ORIGINAL LEASE ISSUED ON AUGUST 16, 1977**

Lessee	:	Monroe County
W.P.I. No.	:	6116663
State/Job No.	:	90060, Sheet 26 of 32
F.A.P. No.	:	N/A
State Road No.	:	5, Bayside
County/Key	:	Monroe, Upper Matecumbe, MM 82
Parcel No.	:	6056, containing 29,192 sq. ft.

Dear Ms. Hutton:

This letter is to confirm that the Florida Department of Transportation (FDOT) has agreed to lease for thirty (30) years, the portion of right of way legally described in Exhibit "A" for Parcel 6056.

The salient points of this lease agreement are as follow:

- Term:** Thirty (30) years, commencing upon mutual agreement, with a five (5) year option for future renewal.
- Rent:** \$1.00 annually, plus applicable taxes. FDOT is not requiring the one dollar (\$1.00) consideration of the Lease Agreement due to handling and processing costs which are higher than this consideration.
- Termination:** Thirty (30) days notice by either party in writing.
- User Clause:** To be used solely as the site for a historical museum, rest station, and parking facilities. No advertising signs will be permitted on the leased right of way.
- Insurance:** Lessee is self-insured and assumes full responsibility agreeing to indemnify, defend, save and hold harmless lessor from any losses, liabilities, claims, demands and suits of any nature which may arise out of any accident, happening or occurrence in or about the demised premises or the improvements thereon.

February 23, 1995

Ms. Suzanne A. Hutton

**Sub-Lease
Conditions:**

Should Monroe County sub-leases the property under this lease agreement, the following conditions apply:

- 1) The Department must consent to the sublease in writing as part of the sub-lease agreement.
- 2) The FDOT shall be included on the sub-lessee's insurance certificate in the amount indicated under the insurance clause of the lease agreement with proof of insurance to be submitted with the sub-lease agreement.
- 3) The sub-lessee shall indemnify the FDOT on the same terms and conditions as set forth in the lease agreement; excluding all provisions which apply to Governmental Agencies.

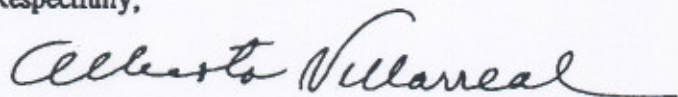
Leased Area: 29,192 sq. ft. as legally described in Exhibit "A" of Parcel 6056.

Two original lease documents are enclosed. Please read the lease and familiarize yourself with the contents, and have Monroe County and the Attorney's office sign and approve same as to form and legal sufficiency of the agreements.

Kindly return the signed originals. Upon receipt of these documents they will be forwarded to our General Counsel and District Secretary, who will execute same on behalf of Florida Department of Transportation.

As soon as the fully executed lease agreements have been returned to us, an original will be forwarded to you. If you have any questions, please call me at 305/470-5179.

Respectfully,



Alberto Villarreal
Property Management Supervisor

Encls.
AV/cyc

cc: Francine Thomas, Assistant General Counsel
Timothy Bricker, Bill Broach
RM, PM, CF, RF, File

Commissioner Reich

RESOLUTION NO. 521-1993

A RESOLUTION REQUESTING RENEWAL OF A LEASE FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION OF A PARCEL OF LAND IN UPPER MATECUMBE, MONROE COUNTY, FLORIDA, WHICH PARCEL IS TO BE SUBLEASED TO THE ISLAMORADA CHAMBER OF COMMERCE FOR A PERIOD OF THIRTY YEARS

WHEREAS, Monroe County did lease from the Florida Department of Transportation for a period of fifteen years a parcel of land on Upper Matecumbe, Monroe County, Florida, as more specifically described in Exhibit A; and

WHEREAS, Monroe County did subsequently sublease, through a lease executed May 27, 1983, as amended by addendum dated December 16, 1983, the same property to the Islamorada Chamber of Commerce, Inc., a non-profit Florida corporation, to be used for a historical museum, tourist rest station, and parking facility; and

WHEREAS, the lease between Monroe County and the FDOT has expired; and

WHEREAS, Monroe County has determined that it is in the best interest of the County to continue to lease the property from FDOT and sublease said parcel to the Islamorada Chamber of Commerce; now, therefore

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA,

Section 1. That an extension of the prior lease for a term of three (3) years from the date that the extension is granted shall be requested of the FDOT, and an additional renewal for a twenty-five year period thereafter shall also be requested.

Section 2. That contingent upon approval of said extension and renewal by the FDOT and execution of a lease extension and renewal document between the County and FDOT, the County shall request approval of a sublease to the Islamorada Chamber of Commerce for the period encompassing both extension and renewal.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 30th day of November 1993.

Mayor London	<u>yes</u>
Mayor Pro Tem Cheal	<u>yes</u>
Commissioner Harvey	<u>absent</u>
Commissioner Freeman	<u>yes</u>
Commissioner Reich	<u>yes</u>

(SEAL)
Attest: DANNY KOLHAGE, Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By Isabel C. DeFantis
Deputy Clerk
vicofc

By Jack London
Mayor/Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.
By [Signature]
Attorney's Office
Date 7/14/1993



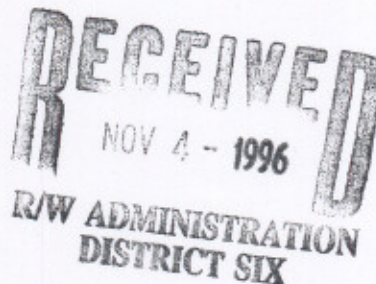
BOARD OF COUNTY COMMISSIONERS

MAYOR, Shirley Freeman, District 3
Mayor Pro Tem, Jack London, District 2
Wilhelmina Harvey, District 1
Mary Kay Reich, District 5
Keith Douglass, District 4

County Attorney's Office
310 Fleming Street, 2nd Floor
Key West, Florida 33040

October 31, 1996

Mr. W.E. Reuben
Florida Dept. of Transportation
Right-of-way Administration
1000 NW 111th Ave.
Miami, FL 33172



RE: 30-year lease; Monroe County;
WPI 6116663; Job No. 90060, Sheet 26 of 32;
SR5, Bayside; Parcel No. 6056

Dear Mr. Reuben,

Enclosed please find a duplicate original sublease between Monroe County and the Islamorada Chamber of Commerce which has your District Secretary's signature, and which was executed by the BOCC and the Islamorada Chamber of Commerce. I apologize for the delay in providing you with D.O.T.'s duplicate of the sublease.

If I may be of any further assistance, please feel free to call.

Sincerely,

Suzanne A. Hutton
Assistant County Attorney

SAH:aa

enclosure





Danny L. Kolhage

BRANCH OFFICE
3117 OVERSEAS HIGHWAY
MARATHON, FLORIDA 33050
TEL. (305) 289-6027
FAX (305) 289-1745

CLERK OF THE CIRCUIT COURT
MONROE COUNTY
500 WHITEHEAD STREET
KEY WEST, FLORIDA 33040
TEL. (305) 292-3550
FAX (305) 295-3660

BRANCH OFFICE
88820 OVERSEAS HIGHWAY
PLANTATION KEY, FLORIDA 33070
TEL. (305) 852-7145
FAX (305) 852-7146

MEMORANDUM

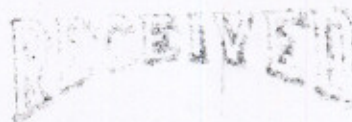
TO: Commissioner Keith L. Douglass
FROM: Ruth Ann Jantzen, Deputy Clerk *RAJ.*
DATE: October 30, 1995

At the October 18, 1995 County Commission Meeting, the Board granted approval and authorized execution of a Sublease between Monroe County and the Islamorada Chamber of Commerce for a parcel of land situated on Upper Matecumbe Key.

Enclosed please find a fully executed duplicate original for return to the Islamorada Chamber of Commerce.

If you have any questions regarding the above, please do not hesitate to contact this office.

cc: ☒ County Attorney
Finance
County Administrator, w/o document
File



OCT 31 1995

COUNTY ATTY

SUBLEASE - CHAMBER OF COMMERCE

This Agreement is made and entered into by MONROE COUNTY, a political subdivision of the State of Florida, whose address is 5100 College Road, Stock Island, Key West, Florida 33040, (County), and Islamorada Chamber of Commerce, a non-profit corporation incorporated in the State of Florida, whose address is P. O. Box 915, Islamorada, FL 33036 (the Chamber).

The County has a leasehold interest in a parcel of land situated on Upper Matecumbe Key and more particularly described in Exhibit "A." The State Department of Transportation owns said property, and, through a lease executed on the 24th day of May, 1995, retains the right of approval of any sublease.

1. **PROPERTY.** The County subleases exclusively to the Chamber the land shown on Exhibit A, hereafter the premises. Exhibit A is attached and made a part of this Agreement.

2. **TERM.** The term of this Agreement is twenty-nine and one-half (29½) years running from July 1, 1995 through December 31, 2024.

3. **USE AND CONDITIONS.** The premises shall be used solely for the purposes of a historical museum, rest station and parking facilities. No signs of any kind will be permitted on the leased right of way area. If the premises are used for any other purpose, the County shall have the option of immediately terminating this Agreement. Chamber shall not permit any use of the premises in any manner that would obstruct or interfere with any transportation facilities.

The Chamber will further use and occupy said premises in a careful and proper manner, and not commit any waste thereon. Chamber will not cause, or

allow to be caused, any nuisance or objectionable activity of any nature on the premises. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations or as those terms are understood in common usage, are specifically prohibited. The Chamber will not use or occupy said premises for any unlawful purpose and will, at Chamber's sole cost and expense, conform to and obey any present or future ordinance and/or rules, regulations, requirements and orders of governmental authorities or agencies respecting the use and occupation of said premises. Chamber is subject to all conditions of the Lease between the State and the County for the Premises.

4. **RENT.** For the use of the premises, the Chamber must pay the County the sum of \$1.00 per year for each full or partial year of the term, due on the first of July of each year and payable in advance. Additionally, the Chamber shall reimburse the County for any increases in rent which the State requires of the County and any administrative fees assessed to the County by the State for the premises or leasing thereof, in accordance with statutory and regulatory provisions of the State of Florida.

5. **TAXES.** The Chamber must pay all taxes and assessments, including any sales or use tax, levied by any government agency with respect to the Chamber's operations on the premises.

6. **INSURANCE.** Chamber shall, throughout the term of this lease, maintain insurance in a minimum amount of one million dollars (\$1,000,000.00) for bodily injury or death to any one person or number of persons in any one occurrence

and not less than one million dollars (\$1,000,000.00) for property damage unless waived or modified by County Risk Management per Administrative Instruction 4709 and by the State of Florida Department of Transportation. The insurance policy (or policies) shall name Monroe County and the State of Florida Department of Transportation as additional insureds.

The Chamber must keep in full force and effect the required insurance during the term of this Agreement. If the insurance policies originally purchased which meet the requirements of this sublease are canceled, terminated or reduced in coverage, then the Chamber must immediately substitute complying policies so that no gap in coverage occurs. Copies of current policy certificates shall be filed with the County whenever acquired or amended.

7. CONDITION OF PREMISES. The Chamber must keep the premises in good order and condition. The Chamber must promptly repair damage to the premises. At the end of the term of this Agreement, the Chamber must surrender the premises to the County in the same good order and condition as the premises were on the commencement of the term, normal wear and tear excepted. The Chamber is solely responsible for any improvements to land and appurtenances placed on the premises.

8. IMPROVEMENTS. No structure or improvements of any kind shall be placed upon the land without prior approval in writing by the District Secretary for District Six of the State of Florida Department of Transportation and a building permit issued by County. Any such structure or improvements shall be constructed in a good and workmanlike manner at Chamber's sole cost and expense. Subject to any

landlord's lien, any structures or improvements constructed by Chamber shall be removed by the Chamber at Chamber's sole cost and expense, by midnight on the day of termination of this Agreement or extension hereof, and the land restored as nearly as practical to its condition at the time this agreement is executed unless the State of Florida Department of Transportation or its successors and assigns accepts in writing delivery of the premises together with any structures or improvements constructed by Chamber. Portable or temporary advertising signs are prohibited.

Chamber shall perform, at the sole expense of Chamber, all work required in the preparation of the property or premises hereby leased for occupancy by Chamber, in the absence of any special provision herein contained to the contrary; and Chamber does hereby accept the leased property or premises as now being in fit and tenantable condition for all purposes of Chamber.

County and State reserve the right to inspect the leased area and to require whatever adjustment to structures or improvements as County or State, each in its sole discretion, deems necessary. Any adjustments shall be done at Chamber's sole costs and expense.

No building permit fee shall be required by County for development for which Chamber applies for a building permit prior to June 30, 1996, although a County building permit shall be required for all development. Any building permits sought by Chamber subsequent to June 30, 1996, shall be subject to permit fees.

9. HOLD HARMLESS. The Chamber is liable for and must fully defend, release, discharge, indemnify and hold harmless the County, the members of the County Commission, County officers and employees, and County agents and

contractors, and the State, its officers and employees, from and against any and all claims, demands, causes of action, losses, costs and expenses of whatever type - including investigation and witness costs and expenses and attorneys' fees and costs - that arise out of or are attributable to the Chamber's operations on the premises except for those claims, demands, damages, liabilities, actions, causes of action, losses, costs and expenses that are the result of the sole negligence of the County. The Chamber's purchase of the insurance required under this Agreement does not release or vitiate its obligations under this paragraph.

10. NON-DISCRIMINATION. The Chamber for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of premises or in the contracting for improvements to the premises.

11. TERMINATION. The County may treat the Chamber in default and terminate this Agreement immediately, without prior notice, upon failure of Chamber to comply with any provision of this Agreement. This Agreement may be terminated by County if and when, for any reason its controlling lease is terminated by the State, upon provision of reasonable notice. Chamber may terminate this Agreement upon giving thirty days prior written notice to County.

12. DEFAULT-WAIVER. The waiver by the Chamber or the County of an act or omission that constitutes a default of an obligation under this Agreement does not waive another default of that or any other obligation.

13. ASSIGNMENT. The Chamber may not assign this Agreement or assign or subcontract any of its obligations under this Agreement without the approval of the County's Board of County Commissioners. All the obligations of this Agreement will extend to and bind the legal representatives, successors and assigns of the Chamber and the County.

14. SUBORDINATION. This Agreement is subordinate to the laws and regulations of the United States, the State of Florida, and the County, whether in effect on July 1, 1995, or adopted after that date.

This Agreement is also subordinate to the provisions of any existing or future agreements between the State Department of Transportation and the County with regard to the use of the premises.

15. INCONSISTENCY. Any item, condition or obligation of this Agreement that is in conflict with the items listed in this paragraph is superseded to the extent of the conflict.

16. GOVERNING LAWS/VENUE. This Agreement is governed by the laws of the State of Florida and the United States. Venue for any dispute arising under this Agreement must be in Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to a reasonable attorney's fee and costs.

17. CONSTRUCTION. This Agreement has been carefully reviewed by the Chamber and the County. Therefore, this Agreement is not to be construed against any party on the basis of authorship.

18. NOTICES. Notices in this Agreement, unless otherwise specified, must be sent by certified mail to the following:

To County:

County Administrator
5100 College Road
Stock Island
Key West, FL 33040

To Chamber

Executive Director
Islamorada Chamber of Commerce
P. O. Box 915
Islamorada, FL 33036

19. FULL UNDERSTANDING. This Agreement is the parties' final mutual understanding. It replaces any earlier agreements or understandings, whether written or oral. This Agreement cannot be modified or replaced except by another written and signed agreement.

20. EFFECTIVE DATE. This Agreement will take effect on July 1, 1995.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

By

Ruth Ann Jantzen
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By

Shirley Freeman
Mayor/Chairman

Witness

Witness

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By

Date

James A. Keith
Attorney's Office
7/11/95

ATTEST: TS (SEAL)

By

Berta Rodriguez
Executive Secretary - Margaret Higgins

DATE:

7/24/95

b/CON/islacofc.doc

ISLAMORADA CHAMBER OF
COMMERCE, INC.

By

John P. Marshall
President

SUB-LEASE APPROVED BY:

STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION

By

Jose Abreu
District Secretary - Jose Abreu

Approved as to form and legality

By

James A. Keith
District Counsel

Date:

19 July 95

EXHIBIT "A" D.O.T PARCEL 6056

DOT PARCEL : 6056
LESSOR : Monroe County
W.P.I. NO. : 6116663
STATE/JOB NO. : 90060, Sheet 26 of 32
F.A.P. NO. : N/A
STATE ROAD NO. : 5, Bayside
COUNTY/KEY : Monroe, Upper Matecumbe Key, MM 82
SECTION, TOWNSHIP
AND RANGE : Section 28, Township 63 South, Range 37 East

DESCRIPTION:

The following is the description of a parcel of land leased by Monroe County, Florida from the D.O.T of The State of Florida.

That part of section 28, Township 63 South, Range 37 East, Upper Matecumbe, Monroe County, Florida, shown as "NOT PART OF THIS PLAT", as shown on the Plat of Stratton's Subdivision as recorded in Plat Book 2 at Page 38 in the Public Records of Monroe County being more particular described as follows:

Begin at the intersection of North Line of Government Lot 4 of said Section 28 with the North R/W Line of U. S. 1, thence run Westerly along the North R/W Line a distance of 493.97 feet;
thence at Right Angles to the last described course a distance of 100 feet;
thence Easterly at Right Angles to the last described course a distance of 389.41 feet to a Point on the North Line of said Government Lot 4;
thence Easterly along the North Line of said Lot 4 a distance of 144.68 feet to the Point of Beginning.
The foregoing containing 44,192 SQ.FT. (1.02 Acres) more or less.

NOTE: Subject to restrictions, reservations, conditions and easements of record, any utilities remaining in place and in use, if any. This property cannot be used for outdoor advertising purposes.

Following is a discription of a portion of property to be subleased by the Islamorada Chamber of Commerce:

That part of Section 28, Township 63 South, Range 37 East, Upper Matecumbe, Monroe County, Florida, shown as "NOT PART OF THIS PLAT", as shown on the Plat of Stratton's Subdivision as recorded in Plat Book 2 at Page 38 in the Public Records of Monroe County being more particular described as follows:

Begin at the intersection of the North Line of Government Lot 4 of said Section 28 with the North R/W Line of U. S. 1;
thence run Westerly along the North R/W Line a distance of 150.00 feet to the Point of Beginning;
thence continuing Westerly along the North R/W line a distance of 343.97 feet;
thence at Right Angles to the last described course a distance of 100 feet;

thence Easterly at Right Angles of the last described course a distance of 239.41 feet;
thence run North 89 Degrees 51' 49" East for a distance of 144.68 feet to the Point of Beginning.
The foregoing containing 29,192 SQ.FT.(0.6702 Acres) more or less.

Included in the above described parcel of land is a portion of land known as "TRACT A" the descriptions and restrictions are more particularly described as follows:

Begin at the intersection of North Line of Government Lot 4 of said Section 28 with the North R/W Line of U. S. 1,
thence run Westerly along the North R/W line a distance of 150.00 feet to the Point of Beginning;
thence continuing Westerly along the North R/W line a distance of 28.93 feet;
thence run South 89 Degrees 51' 49" West for a distance of 39.96 feet;
thence run North 43 Degrees 51' 34" west for a distance of 27.68 feet;
thence run North 89 Degrees 51' 49" East for a distance of 80.00 feet to the Point of Beginning.
The foregoing containing 1,200 SQ.FT.(0.0275 Acres) more or less.

NOTE: The following restrictions apply to the foregoing description known as "TRACT A".

Lessee, its assigns, successors or sublessees, are prohibited from clearing, altering or engaging in any development activity within the area described as "TRACT A". It is the intent of this prohibition to preserve the vegetated area located within TRACT A so as to serve as a natural buffer between the leased premises and the adjoining parcel.

LESSEE : Monroe County
W.P.I. NO.: 6116663
COUNTY : Monroe, Upper Matecumbe Key,
MM 82
SECTION : 90060, Sheet 26 of 32
STATE ROAD: 5, Bayside
FAP NO. : N/A
PARCEL NO.: 6056

LEASE AGREEMENT

This AGREEMENT, made this 24th day of May, 1995, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (hereinafter called the Lessor), and MONROE COUNTY, FLORIDA (hereinafter called the Lessee),

WITNESSETH:

In consideration of One Dollar (\$1.00) and other good and valuable considerations, the Parties agree as follows:

1. Property and Term. Lessor does hereby lease unto Lessee the lands described in Exhibit "A", attached hereto and made a part hereof, for a period of Thirty (30) years, beginning with the date of this Agreement. This Agreement may be renewed for an additional Five (5) year, term at Lessee's option, subject to the rent adjustment as provided in Paragraph 3 below. Lessee shall provide Lessor 120 days advance written notice of its exercise of the renewal option.

If Lessee holds over and remains in possession of the land after the expiration of the term specified in this Lease, or any renewals of such term, Lessee's tenancy shall be considered a tenancy at sufferance, subject to the same terms and conditions as

herein contained in this Lease. This Lease is subject to all utilities in place and to the maintenance thereof as well as any other covenants, easements, or restrictions of record.

This Lease shall be construed as a Lease of only the interest, if any, of Lessor, and no warranty of title shall be deemed to be given herewith.

2. Use. The leased land shall be used solely for the purposes of a historical museum, rest station and parking facilities. No signs of any kind will be permitted on the leased right of way area. If the land is used for any other purpose, the Lessor shall have the option of immediately terminating this Agreement. Lessee shall not permit any use of the land in any manner that would obstruct or interfere with any transportation facilities.

The Lessee will further use and occupy said premises in a careful and proper manner, and not commit any waste thereon. Lessee will not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the premises. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations or as those terms are understood in common usage, are specifically prohibited. The Lessee will not use or occupy said premises for any unlawful

purpose and will, at Lessee's sole cost and expense, conform to and obey any present or future ordinances and/or rules, regulations, requirements and orders of governmental authorities or agencies respecting the use and occupation of said premises.

3. Rent. Lessee shall pay to Lessor as rent, on or before the first day of each rent payment period, the sum of One Dollar (\$1.00) plus tax, for each one (1) year of the term. If this Agreement is terminated prior to the end of any rent payment period, the unearned portion of any rent payment, less any other amounts that may be owed to Lessor, shall be refunded to Lessee. Lessee shall pay any and all state, county, city and local taxes that may be due during the term hereof, including any real property taxes. Rent payments shall be made payable to the Florida Department of Transportation and shall be sent to the State of Florida, Right of Way Administration, 1000 N.W. 111th Avenue, Miami, Florida 33172. The Lessor reserves the right to review and adjust the rental fee biennially and at renewal to reflect market conditions. Any installment of rent not received within ten (10) days after the date due shall bear interest at the highest rate allowed by law from the due date thereof. This provision shall not obligate Lessor to accept late rent payments or provide Lessee a grace period.

4. Improvements. No structures or improvements of any kind

shall be placed upon the land without prior approval in writing by the District Secretary for District Six of Lessor. Any such structure or improvements shall be constructed in a good and workmanlike manner at Lessee's sole cost and expense. Subject to any landlords lien, any structures or improvements constructed by Lessee shall be removed by the Lessee, at Lessee's sole cost and expense, by midnight on the day of termination of this Agreement and the land restored as nearly as practical to its condition at the time this agreement is executed. Portable or temporary advertizing signs are prohibited.

Lessee shall perform, at the sole expense of Lessee, all work required in the preparation of the property or premises hereby leased for occupancy by Lessee, in the absence of any special provision herein contained to the contrary; and Lessee does hereby accept the leased property or premises as now being in fit and tenantable condition for all purposes of Lessee.

Lessor reserves the right to inspect the leased area and to require whatever adjustment to structures or improvements as Lessor, in its sole discretion, deems necessary. Any adjustments shall be done at Lessee's sole costs and expense.

5. Maintenance. Lessee shall keep and maintain the land and any building or other structure, now or hereafter erected thereon, in good and safe condition and repair at Lessee's own expense during the existence of this lease, and shall keep the same free

and clear of any and all grass, weeds, brush and debris of any kind, so as to prevent the same becoming dangerous, inflammable or objectionable. Lessor shall have no duty to inspect or maintain any of the land, buildings or other structures, if any, during the terms of this Lease; however, Lessor shall have the right, upon twenty-four (24) hours notice to Lessee, to enter the property for purposes of inspection, including conducting an environmental assessment. Such assessment may include but would not be limited to: surveying; sampling of building materials, soil and groundwater; monitoring well installations; soil excavation; groundwater remediation; emergency asbestos abatement; operation and maintenance inspections; and, any other action which might be reasonable and necessary. Lessor's right of entry shall not obligate inspection of the property by Lessor, nor shall it relieve the Lessee of its duty to maintain the property. In the event of emergency due to a release or suspected release of hazardous waste on the premises, Lessor shall have the right of immediate inspection, and the right, but not the obligation, to engage in remedial action, without notice.

6. Indemnification. The Lessee is self-insured for any general liability claims that may arise and to the extent provided in section 768.28 (5), Florida Statute. The Lessee shall indemnify, defend, save and hold Lessor, its agents and employees, harmless of and from any losses, fines, penalties,

costs, damage, claims, demands, suits and liabilities of any nature, including attorneys fees (including regulatory and appellate fees), arising out of, because of, or due to any accident, happening or occurrence on the leased land or arising in any manner on account of the exercise or attempted exercise of Lessee's rights hereunder, whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of Lessor. It is further understood that should the Lessee sublet the property in question, that the Sub-lessee shall indemnify and hold harmless the Lessor under the same terms and conditions set forth herein, excluding all provisions which apply to governmental agencies.

Lessee's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate and associate with the Department in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Department's notice of claim for indemnification to Lessee. Lessee's inability to evaluate liability or its evaluation of liability shall not excuse Lessee's duty to defend and indemnify within seven days after such notice by the Department is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Department solely negligent shall excuse performance of this provision by Lessee. Lessee shall pay all costs and fees related to this obligation and its enforcement by the Department. Department's

failure to notify Lessee of a claim shall not release Lessee of the above duty to defend. Lessee shall defend the Lessor to the extent provided in section 768.28 (18) Florida Statute.

7. Insurance. Lessee is self-insured and will cover the State of Florida Department of Transportation as stated in Paragraph 6 of this agreement. Lessee will protect Lessor and Lessee against any and all claims for injury and damage to persons or property or the loss of life or property occurring in, or on about the land arising out of the act, negligence, omission, nonfeasance or malfeasance of Lessee, its employees, agents, sub-lessees contractors, customers, licensees and invitees. Should the Lessee sub-let or assign the property in question the sub-lease shall be required to include the Lessor on the Sub-lessee's certificate of insurance which shall be in a minimum amount of **One Million Dollars (\$1,000,000.00)** for bodily injury or death to any one person or any number of persons in any one occurrence not less than **One Million Dollars** for property damage. The Sub-Lessee should name the State of Florida Department of Transportation (FDOT) as an insured party under the policy. The Sub-Lessee shall provide FDOT with proof of insurance upon demand by FDOT.

8. Eminent Domain. Lessee acknowledges and agrees that its relationship with Lessor under this Lease is one of Landlord and Tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Lease. Termination of this Lease for any cause shall not be deemed a taking under any

eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Lease, including but not limited to (i) any residual interest in the Lease, or (ii) any other facts or circumstances arising out of or in connection with this Lease.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including but not limited to special damages, severance damages, removal cost or loss of business profits resulting from its loss of occupancy of the leased property specified in this Agreement, or adjacent properties owned or leased by it, when any or all such properties are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether (i) this Lease is still in existence on the date of taking or sale; or, (ii) has been terminated prior thereto.

9. Miscellaneous.

a. This Agreement may be terminated by Lessor immediately, without prior notice, upon default by Lessee hereunder, and may be terminated by either party upon thirty (30) days prior written notice to the other party.

b. In the case of litigation arising out of the enforcement of any terms, covenants or provisions of this Lease, the prevailing party shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party.

c. Lessee acknowledges that it has reviewed this Lease, is familiar with its terms and has had adequate opportunity to review this lease with legal counsel of Lessee's choosing. Lessee has entered into this Lease freely and voluntarily. This Lease contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and the previous owner of the leased property and landlord of Lessee are merged in this Lease, which alone, fully and completely expresses the agreement between Lessee and Lessor with respect to the subject matter hereof. No modification, waiver or amendment of this Lease or any of its conditions or provisions

shall be binding upon Lessor or Lessee unless in writing and signed by both such parties.

d. Lessee shall not sublet the leased property or any part thereof, nor assign this Lease, without the prior consent in writing of Lessor, this Lease being executed by Lessor upon the credit and reputation of Lessee. Acceptance by Lessor of rental from a third party shall not be considered as an assignment or sublease.

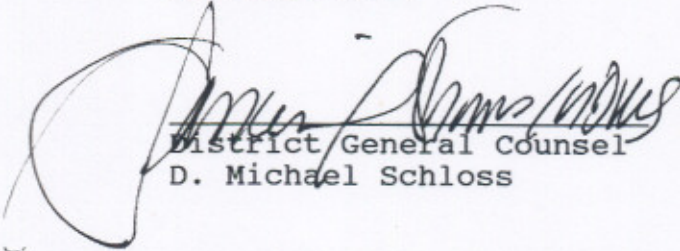
e. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone and telegraph services, or any other utility or service used on the land.

f. This Agreement shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

g. All notices to Lessor shall be sent to the address for rent payments and all notices to Lessee shall be sent to the property address.

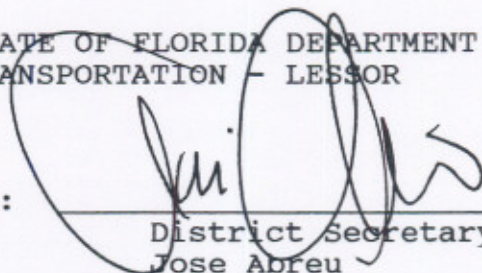
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

APPROVED AS TO FORM,
AND LEGALITY:


District General Counsel
D. Michael Schloss

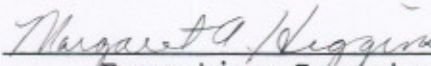
STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION - LESSOR

By:

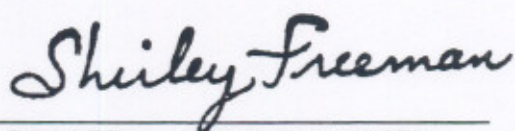

District Secretary
Jose Abreu

DATE: 5/24/95

ATTEST:

 (SEAL)
Executive Secretary
Margaret Higgins

By:

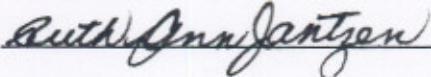

LESSEE: MONROE COUNTY,
FLORIDA

4/19/95

TITLE: Chairman of the Board

DANNY L. KOLHAGE, Clerk

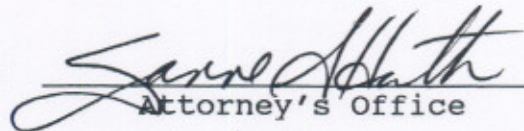
ATTEST:

 (SEAL)

TITLE: Clerk of the Board

APPROVED AS TO FORM,
AND LEGAL SUFFICIENCY

By:


Attorney's Office

Date:

3/15/95

EXHIBIT "A" D.O.T PARCEL 6056

DOT PARCEL : 6056
LEESSEE : Monroe County
W.P.I. NO. : 6116663
STATE/JOB NO. : 90060, Sheet 26 of 32
F.A.P. NO. : N/A
STATE ROAD NO. : 5, Bayside
COUNTY/KEY : Monroe, Upper Matecumbe Key, MM 82
SECTION, TOWNSHIP
AND RANGE : Section 28, Township 63 South, Range 37 East

DESCRIPTION :

The following is the description of a parcel of land leased by Monroe County, Florida from the D.O.T of The State of Florida.

That part of section 28, Township 63 South, Range 37 East, Upper Matecumbe, Monroe County, Florida, shown as "NOT PART OF THIS PLAT", as shown on the Plat of Stratton's Subdivision as recorded in Plat Book 2 at Page 38 in the Public Records of Monroe County being more particular described as follows:

Begin at the intersection of North Line of Government Lot 4 of said Section 28 with the North R/W Line of U. S. 1,
thence run Westerly along the North R/W Line a distance of 493.97 feet;
thence at Right Angles to the last described course a distance of 100 feet;
thence Easterly at Right Angles to the last described course a distance of 389.41 feet to a Point on the North Line of said Government Lot 4;
thence Easterly along the North Line of said Lot 4 a distance of 144.68 feet to the Point of Beginning.
The foregoing containing 44,192 SQ.FT.(1.02 Acres) more or less.

NOTE: Subject to restrictions, reservations, conditions and easements of record, any utilities remaining in place and in use, if any. This property cannot be used for outdoor advertising purposes.

Following is a discription of a portion of property to be subleased by the Islamorada Chamber of Commerce:

That part of Section 28, Township 63 South, Range 37 East, Upper Matecumbe, Monroe County, Florida, shown as "NOT PART OF THIS PLAT", as shown on the Plat of Stratton's Subdivision as recorded in Plat Book 2 at Page 38 in the Public Records of MONroe County being more particular described as follows:

Begin at the intersection of the North Line of Government Lot 4 of said Section 28 with the North R/W Line of U. S. 1;
thence run Westerly along the North R/W Line a distance of 150.00 feet to the Point of Beginning;
thence continuing Westerly along the North R/W line a distance of 343.97 feet;
thence at Right Angles to the last described course a distance of 100 feet;

thence Easterly at Right Angles of the last described course a distance of 239.41 feet;
thence run North 89 Degrees 51' 49" East for a distance of 144.68 feet to the Point of Beginning.
The foregoing containing 29,192 SQ.FT.(0.6702 Acres) more or less.

Included in the above described parcel of land is a portion of land known as "TRACT A" the descriptions and restrictions are more particularly described as follows:

Begin at the intersection of North Line of Government Lot 4 of said Section 28 with the North R/W Line of U. S. 1,
thence run Westerly along the North R/W line a distance of 150.00 feet to the Point of Beginning;
thence continuing Westerly along the North R/W line a distance of 28.93 feet;
thence run South 89 Degrees 51' 49" West for a distance of 39.96 feet;
thence run North 43 Degrees 51' 34" west for a distance of 27.68 feet;
thence run North 89 Degrees 51' 49" East for a distance of 80.00 feet to the Point of Beginning.
The foregoing containing 1,200 SQ.FT.(0.0275 Acres) more or less.

NOTE: The following restrictions apply to the foregoing description known as "TRACT A".

Lessee, its assigns, successors or sublessees, are prohibited from clearing, altering or engaging in any development activity within the area described as "TRACT A". It is the intent of this prohibition to preserve the vegetated area located within TRACT A so as to serve as a natural buffer between the leased premises and the adjoining parcel.

No. 74

Filed: 10-21-77

DEF REC: 737 PAGE 396

COUNTY: Monroe
SECTION: 90060-Proj. 5240
STATE ROAD: U.S. No. 1
PARCEL NO: Part Parcel No. 2

128926

LEASE AGREEMENT

THIS AGREEMENT, made this 16th day of August,
19 77, by and between the STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION, an agency of the State of Florida, hereinafter called
"Lessor", and MONROE COUNTY, FLORIDA, hereinafter called "Lessee";

WITNESSETH:

In consideration of the covenants contained herein the
parties agree as follows:

1. Lessor does hereby lease to Lessee, for good and
sufficient consideration, the land described in Exhibit "A", attached
hereto and made a part hereof, for a term of fifteen (15) years from
the date hereof and further agrees to an extension of such term for
an additional five (5) years upon request of Lessee.

2. The land shall be used solely as the site for a
historical museum, rest station, and parking facility, and no
advertising signs shall be permitted. If Lessee ceases to use the
land for the purposes specified, this agreement shall terminate.
Proposed plans for development of the land shall be approved by the
Department before the construction of any improvements thereon.
Development of the site in accordance with approved plans shall be
completed within three years from the date hereof, otherwise this
lease shall terminate.

3. Upon expiration of the lease term, Lessee shall, at the
option of Lessor, either:

(a) Deliver possession of the leased property,
together with any improvements located thereon, to Lessor, whereupon
title to such improvements shall vest in Lessor, or

(b) Remove all improvements placed on the land and
deliver possession to the Lessor with the land restored as nearly as
practical to its present condition.

4. Lessee shall make no assignment of any interest in this Lease Agreement and shall not enter into any sublease, license or franchise agreement in connection with the leased land, except with the consent of Lessor, which consent will not be unreasonably withheld.

5. Lessee, as part of the consideration for this Lease Agreement, assumes full responsibility for the condition of the premises during the term of this Lease, including any latent hazardous conditions, and agrees to indemnify, defend, save and hold harmless Lessor from any loss, liabilities, claims, demands and suits of any nature which may arise out of or because of any accident, happening or occurrence in or about the demised premises or the improvements thereon.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

BY: Billy E. Peltam
Director of Administration

ATTEST: Carol Senal (SEAL)
Executive Secretary

WITNESSES:

Virginia Pinder
Doris Hates
As to the Lessee

MONROE COUNTY, FLORIDA

BY: Permitta Hates
TITLE: Chairman of the Board

ATTEST: Permitta Hates (SEAL)
TITLE: Clerk to the Board

APPROVED AS TO FORM, LEGALITY AND EXECUTION
FLORIDA DEPARTMENT OF TRANSPORTATION

BY: [Signature]
ATTORNEY

No. 74

Filed: 10-21-77

DEF
REC: 737 PAGE 396

COUNTY: Monroe
SECTION: 90060-Proj. 5240
STATE ROAD: U.S. No. 1
PARCEL NO: Port Parcel No. 2

128926

LEASE AGREEMENT

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19 77, by and between the STATE OF FLORIDA DEPARTMENT OF
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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

BY: Billy S. Peltam
Director of Administration

ATTEST: Carol A. Senal (SEAL)
Executive Secretary

WITNESSES:

Virginia Pinder

Doris Yates
As to the Lessee

MONROE COUNTY, FLORIDA

BY: Frederick A. Brown
TITLE: Chairman of the Board

ATTEST: Frederick A. Brown (SEAL)
TITLE: Clerk to the Board

APPROVED AS TO FORM, LEGALITY AND EXECUTION
FLORIDA DEPARTMENT OF TRANSPORTATION

BY: [Signature]
ATTORNEY

REC. 737 PAGE 392
EXHIBIT "A"

Section 90060-Proj. 5240
U. S. No. 1
Monroe County
Part Parcel No. 2

That part of Section 28, Township 63 South, Range 37 East, Upper Matecumbe, Monroe County, Florida, show as "not a part of this plat", as shown on the Plat of Stratton's Subdivision as recorded in Plat Book 2 at Page 38 in the Public Records of Monroe County being more particularly described as follows:

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NOTE:

Subject to restrictions, reservations, conditions and encumbrances of record, and utilities remaining in place and in use, if any. This property cannot be used for outdoor advertising purposes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY BUREAU
DESCRIPTION APPROVED *WKE*

RECORDED IN OFFICIAL RECORD BOOK
MONROE COUNTY, FLORIDA
RALPH W. WHITE
CLERK OF CIRCUIT COURT
RECORDED VERIFIED

DEC 737 PAGE 392
EXHIBIT "A"

Section 90060-Proj. 5240
U. S. No. 1
Monroe County
Part Parcel No. 2

That part of Section 28, Township 63 South, Range 37 East, Upper Matecumbe, Monroe County, Florida, show as "not a part of this plat", as shown on the Plat of Stratton's Subdivision as recorded in Plat Book 2 at Page 38 in the Public Records of Monroe County being more particularly described as follows;

Begin at the intersection of the North Line of Government Lot 4 of said Section 28 with the North R/W Line of U. S. 1, thence run Westerly along the North R/W Line a distance of 493.97 feet; thence at Right Angles to the last described course a distance of 100 feet; thence Easterly at right angles to the last described course a distance of 389.41 feet to a Point on the North Line of said Government Lot 4; thence Easterly along the North Line of said Lot 4 a distance of 144.68 feet to the Point of Beginning.

NOTE:

Subject to restrictions, reservations, conditions and encumbrances of record, and utilities remaining in place and in use, if any. This property cannot be used for outdoor advertising purposes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY BUREAU
DESCRIPTION APPROVED *[Signature]*

RECORDED IN OFFICIAL RECORD BOOK
MONROE COUNTY, FLORIDA
RALPH W. WHITE
CLERK OF CIRCUIT COURT
RECORD VERIFIED

INCLUDES SPRAWN PARCEL

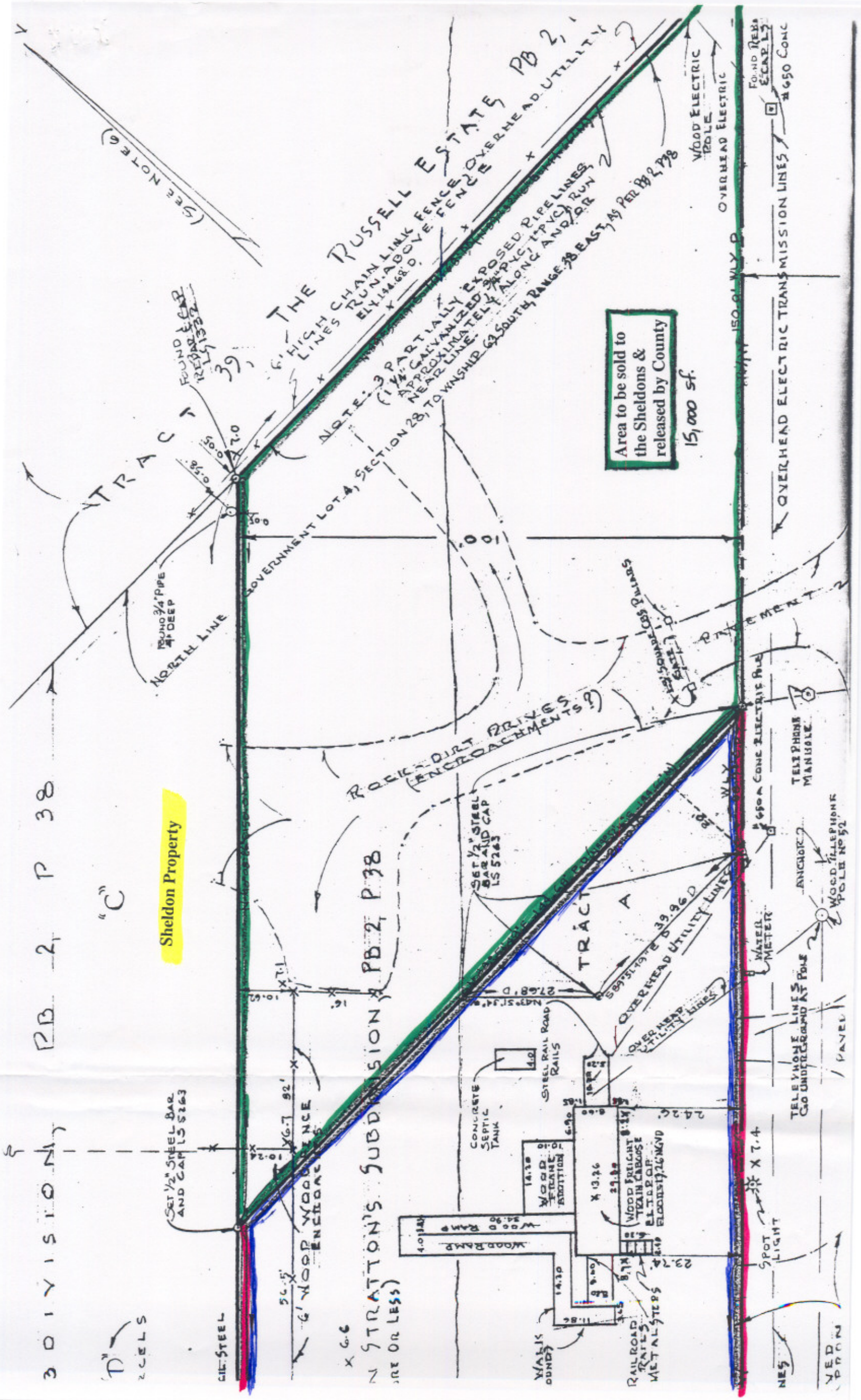
DIVISION

PB 2, P 38

"C"

Sheldon Property

2 CELS



THE RUSSELL ESTATE PB 2, P 38

6' HIGH CHAIN LINK FENCE OVERHEAD UTILITY LINES RUN ABOVE FENCE ELIMINATED

NOTE: 3 PARTIALLY EXPOSED PIPELINES (1 1/2" GALVANIZED 3/4" PVC, 1" PVC) RUN APPROXIMATELY ALONG AND/OR NEAR LINE TO WASHIP 63 SOUTH RANGE 38 EAST, AS PER PB 2, P 38

Area to be sold to the Sheldons & released by County 15,000 sf.

STRATTON'S SUBDIVISION PB 2, P 38

(RE OR LESS)

SET 1/2" STEEL BAR AND CAP LS 5263

6' WOOD FENCE ENCLOSURE

X 6.6

CONCRETE SEPTIC TANK

STEEL RAIL ROAD RAILS

WOOD BRIGHT TRAIN CARHOUSE

WATER METER

TELEPHONE MANHOLE

SPOT LIGHT

RAILROAD RAILS

WOOD ELECTRIC POLE

OVERHEAD ELECTRIC TRANSMISSION LINES

(SEE NOTE 6)

ROUND 3/4" PIPE 4" DEEP

NORTH LINE

GOVERNMENT LOT 4, SECTION 28, TOWNSHIP 63 SOUTH RANGE 38 EAST, AS PER PB 2, P 38

ROCK-DIRT DRIVES (ENCROACHMENTS?)

SET 1/2" STEEL BAR AND CAP LS 5263

WOOD ELECTRIC POLE

OVERHEAD ELECTRIC TRANSMISSION LINES

RAILROAD RAILS

CONCRETE SEPTIC TANK

WOOD BRIGHT TRAIN CARHOUSE

WATER METER

TELEPHONE MANHOLE

SPOT LIGHT

RAILROAD RAILS

WOOD ELECTRIC POLE

OVERHEAD ELECTRIC TRANSMISSION LINES

RAILROAD RAILS

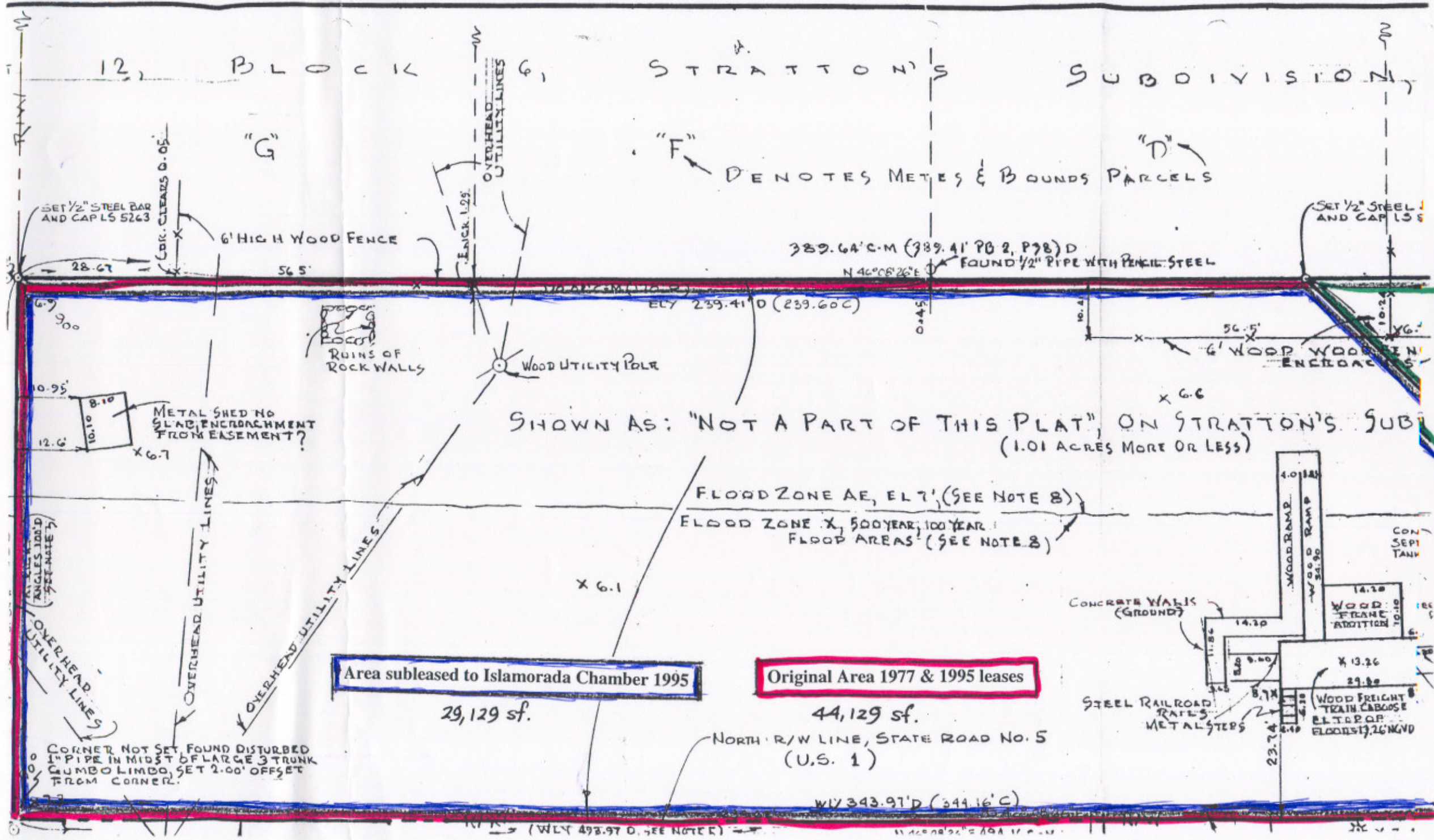
WOOD ELECTRIC POLE

OVERHEAD ELECTRIC TRANSMISSION LINES

RAILROAD RAILS

WOOD ELECTRIC POLE

OVERHEAD ELECTRIC TRANSMISSION LINES



SUBDIVISION, PB 2, P 38-2

DOT PARCEL
LESSOR
V.P.I. NO.
STATE/JOB NO.
F.A.P. NO.
STATE ROAD NO.
COUNTY/KEY
SECTION, TOWNSHIP
AND RANGE

6856
Monroe County
6116663
98668, Sheet 36 of 37
N/A
5, Bayview
Monroe, Upper Matecumbe Key, MS 82
Section 38, Township 63 South, Range 37 East

David M. Barrow, Professional Land Surveyor
Florida Certificate Number 5263

LOCATION OF SURVEY OFFICE:

Suite 18, Stalcup Building,
8851 Overseas Highway,
Plantation Key,
Tavernier, Florida 33070

CERTIFICATION

I hereby certify that the sketch of survey delineated hereon, executed under my supervision, is true and correct to the best of my knowledge and belief, and is in accordance with the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date of last field work: November 28, 1994
Revised: JAN 2, 1995

David M. Barrow
David M. Barrow

JAN 2, 1995
Date

(SEAL)

THIS SKETCH NOT VALID UNLESS ENCLOSED WITH RAISED SEAL.

LEGEND

ABBREVIATION

INDICATES

Centerline of Right-of-Way.
Right-of-Way.
Edge of Pavement.
Department-of-Transportation.
Parker Mallon Mail
Florida Board of Land Surveyors
Certificates 5263 or others as indicated.
Plat, Record, Measured, Calculated or
Described distances and dimensions.
Plat Book 2, Pages 38 of the Public Records of
Monroe County, Florida or others as indicated.
Official Record 1224, Page 1464 of Monroe
County, Florida or others as indicated.
Northwesterly, Southeasterly, Southwesterly,
Northerly, Easterly, Southerly, Westerly.
North, East, South, West.
Spot Elevation.
Temporary Bench Mark.
National Geodetic Vertical Datum, 1929
Adjustment.
Elevation.
Concrete Block Structure.
Section 28, Township 63 South, Range 37 East
or others as indicated.
Point of Beginning.
Point of Commencing.
Mean High Water.
Typical.
Trustees of the Internal Improvement Fund of
the State of Florida.
Approximately.

Some or all of the abbreviations shown above may appear on this sketch.

B S M
BARROW SURVEYING & MAPPING

FOR THE
STATE OF FLORIDA
SPECIAL PURPOSE SURVEY
PROPERTY LINE, LIMITED LOCATION & SPOT ELEVATION
"NOT PART OF THIS PLAT", ON STRATTON'S SUBDIVISION
PB 2, PG 38, S 28, T 63 S, R 37 E
UPPER MATECUMBE KEY
MONROE COUNTY, FLORIDA
FOR INLANDS CHANGES OF COURSE,
MONROE COUNTY, FLORIDA
(FLORIDA DOT)
JAN 2, 1995
DATE

DATE OF LAST FIELD WORK	DATE OF LAST FIELD WORK
NOV 28, 1994	JAN 2, 1995
REVISION	REVISION
NO	NO
DATE	DATE
JAN 2, 1995	JAN 2, 1995
BY	BY
DAVID M. BARROW	DAVID M. BARROW
FLORIDA CERTIFICATE NO. 5263	FLORIDA CERTIFICATE NO. 5263
DATE	DATE
JAN 2, 1995	JAN 2, 1995
BY	BY
DAVID M. BARROW	DAVID M. BARROW
FLORIDA CERTIFICATE NO. 5263	FLORIDA CERTIFICATE NO. 5263